

# EXHIBIT 4

# Indian River School District

"Brightening Our Children's Future"

Dr. Susan S. Bunting  
Director of Instruction

Joseph I. Headman, Jr.  
Administrative Assistant

Lois M. Hobbs  
Superintendent  
Earl J. Savage  
Assistant Superintendent

Patrick C. Miller  
Director of Business & Finance

Dr. Michael R. Owens  
Director of Personnel

October 11, 2004

BY CERTIFIED MAIL/RETURN  
RECEIPT REQUESTED

Mr. William McDaniel  
McDaniel Plumbing & Heating, Inc.  
205D Old Churchman's Road  
New Castle, DE 19720

RE: Sussex Central High School

Dear Mr. McDaniel:

It is with regret that Indian River School District ("Indian River"), without prejudice to any other rights or remedies available to it, hereby gives written notice to McDaniel Plumbing & Heating, Inc. ("McDaniel") that, effective upon receipt, Indian River terminates McDaniel's services pursuant to ¶ 14.2 of the General Conditions, as amended by the Supplementary Conditions, of the Contract between Indian River and McDaniel dated August 28, 2002. In accordance with ¶ 14.2.2 of the General Conditions, Indian River has received certification by the Architect that sufficient cause exists to justify such action.

Pursuant to ¶ 14.2.1 of the General Conditions, McDaniel has repeatedly refused or failed to supply enough properly skilled workers or provide proper materials on the Project. McDaniel's substantial and material breaches of the Contract have resulted in substantial delay in completing the Project which has affected other trade contractors and Indian River's ability to occupy the building.

Pursuant to ¶ 14.2.2 of the General Conditions, Indian River may take possession of all materials, equipment, tools and construction equipment and machinery located at the Project. With the exception of materials stored at the site, or elsewhere, for which McDaniel has been paid, McDaniel is directed to remove its property from the Project by 6:00 p.m. EST on October 15, 2004. Any property remaining on Indian River property after the deadline will be considered abandoned.

10/12/2004 14:35

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MCDANIEL P&amp;H

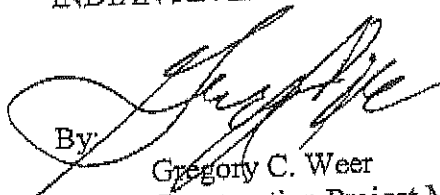
Mr. William McDaniel  
October 11, 2004  
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Pursuant to ¶ 14.2.3 of the General Conditions, McDaniel is entitled to no further payments under the Contract.

The foregoing information justifying the termination of McDaniel for cause is nonexclusive. This letter relates solely to the Contract between Indian River and McDaniel. This letter does not constitute an admission, waiver or release of any rights (which rights Indian River expressly preserves) or defenses of Indian River with respect to the Contract and any separate agreements it may have with other parties concerning the subject property.

Very truly yours,

INDIAN RIVER SCHOOL DISTRICT

By 

Gregory C. Weer  
Construction Project Manager

Cc: RLI Insurance Company  
EDIS Company  
James D. Griffin, Esq.

Encl.: Becker Morgan Group Letter to Indian River School District dated 10/11/04